ORACLE

ORACLE PARTNERNETWORK
APPLICATION SPECIFIC FULL USE PROGRAM DISTRIBUTION AGREEMENT

This Application Specific Full Use Program Distribution Agreement ("agreement") includes the terms and definitions set out below and any orders and/or monthly reports you submit. This agreement is not effective until accepted by Oracle. If accepted, Oracle will notify you and the terms of this agreement will govern.

A. Agreement Definitions

"You" and "your" refer to the entity that has entered into this agreement with Oracle Svenska BA ("Oracle") to distribute Oracle's programs and/or services with your application program including your wholly and majority owned subsidiaries that you bind to this agreement ("subsidiary"). You warrant that you have the authority to bind your subsidiaries to the terms of this agreement and any applicable order and/or report and further warrant that you shall be responsible for a breach of such terms by your subsidiaries.

The term "application package" refers to your application program, coupled with the application specific programs and distributed to an end user. You must complete a separate application package registration form for each application package.

The term "application program" refers to an application program developed by you and specified in the applicable application package registration form which complies with the following requirements: (a) the application program must be generally commercially available to commercial customers; (b) the application program must be accompanied by end user documentation; and (c) the application program must be commercially available to multiple end users and must not be intended for the exclusive use of a specific end user or group.

The term "application specific" refers to the programs that are limited to use within the scope of the application package, as defined in the applicable application package registration form, and that cannot be modified for use with any third party application excluding any application program interfaces predefined in your application program and identified in the application package registration form.

The term "distribution rights" refers to the right to distribute the programs to an end user with the application program defined in an application package registration form in accordance with the terms of this agreement.

The term "end user" refers to a third party that is licensed to use the application package for its own internal business operations subject to the terms of an end user license agreement as further provided for in this agreement. End user shall not include any public sector entity.

The term "end user license agreement" refers to a legally binding written agreement as further described in Section G.

The term "Oracle Finance Division Contract" refers to a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due to Oracle under this agreement.

The term "Oracle PartnerNetwork" refers to Oracle's partner program that provides access to specified Oracle services, tools and resources. You can access the Oracle PartnerNetwork at http://partner.oracle.com.

The term "Partner Ordering Policy" refers to Oracle's Partner Ordering Policy in effect at the time a report is submitted to Oracle which is incorporated into this agreement and is subject to change at Oracle's discretion. You may access the current version of the Partner Ordering Policy at http://partner.oracle.com (log in, select Membership / Agreements & Policies).

The term "programs" refers to the software products owned or distributed by Oracle included on the Oracle Technology global price list and specified on the application package registration form which you acquire pursuant to an Oracle PartnerNetwork Agreement with Oracle for development purposes, and which you are permitted to distribute under this agreement, including program documentation and any program updates acquired through technical support. The term

"programs" does not include any Oracle programs which are not included on the Oracle Technology global price list. You may access the Oracle Technology global price list at http://partner.oracle.com (log in, select Membership / Agreements & Policies). Oracle may identify certain programs in the Oracle Technology global price list as unavailable for distribution to end users or may advise you of the same via written notification. For the purposes of this agreement, such programs shall be deemed to be excluded from the definition of programs and you shall have no right to distribute such programs.

The term "program documentation" refers to the program user manual and program installation manuals. Program documentation for the programs you distribute is delivered with the programs, or the documentation may be accessed online at http://oracle.com/contracts.

The term "public sector entity" is any government, legislature or decision making body, judiciary, instrumentality, department, or agency at any level (national, local, municipal or otherwise); entities managed, controlled or majority owned by government interests; public organizations or foundations of any kind (including political parties, political organizations, or political candidates); and any public international organization, such as, but not limited to, the International Red Cross, United Nations, or the World Bank.

The term "services" refers to technical support or other services which you have ordered.

The term "technical support" consists of annual technical support services for the programs as defined in Oracle's technical support policies in effect at the time such technical support is ordered.

B. Distribution Rights

In order to distribute programs and/or services you and your subsidiaries must be members of the Oracle PartnerNetwork. Oracle grants you a nonexclusive, nontransferable right to (a) duplicate the programs for which you have received a development license under an Oracle PartnerNetwork Agreement between you and Oracle and (b) distribute the application specific programs to end users as part of the application package. Prior to distributing programs and/or services, you must obtain an order from the end user for the programs and/or services, which order and programs shall be subject to a valid end user license agreement. Each distributed program must be used only for the internal business operations of the end user and must be used only in conjunction with the application package. Each distributed program shall be subject to the terms of this agreement and the terms provided in the end user license agreement. You may distribute the application package to yourself or your affiliated entities and you and any such entity shall be considered an end user under this agreement provided (1) you comply with the requirements of Section G (License Agreement) and (2) you report such distribution in accordance with Section F (Reporting). The total fees paid to Oracle for programs distributed to you and any affiliated entities may not exceed 20% of the total fees paid to Oracle under this agreement. You may not distribute the programs, learning credits, and/or services to end users that are public sector entities. Oracle may disclose information about the rights granted to you pursuant to this agreement to an Oracle Value Added Distributor ("Oracle VAD").

Oracle shall inform you of any notices and other instructions that are related to third party software components (including open source software) that are included in a program and that Oracle is required to distribute with such programs. These notices and other instructions shall be provided to you in at least one of the following ways, at Oracle's sole discretion: (a) automatically installed with the programs; (b) in the program documentation; or (c) via a supplemental list. You shall comply with all other instructions related to third party software components (including open source software) and you shall reproduce all third party notices in an appropriate location in the application package and/or in its related documentation, and include any associated source code (to the extent such source code is provided by Oracle) as required by the applicable notices or as otherwise directed by Oracle.

Oracle may request that you acquire any third party, royalty-free license offered generally to the public that Oracle, in its reasonable discretion, determines may be necessary to avoid a claim of infringement for distribution of any program or other Oracle software either by Oracle or by you under the terms of this agreement. In the event you fail to acquire such license, Oracle may terminate this agreement with respect to the relevant program(s) and/or other software on thirty (30) days written notice, and whether or not this agreement is terminated, Oracle shall have no obligation to indemnify you under Section J (Indemnification) for any claim of infringement that would have been avoided by the acquisition of such license.

C. Trial Licenses

Oracle grants you a nonexclusive right for you and your distributors to distribute trial licenses of the application package to no more than 50 end users, at any one time, for the end users' own internal evaluation purposes (and not for development, prototype, training or technical support purposes) pursuant to section G, License Agreement, below. Trial licenses shall be for 30 days and shall be subject to the terms of this agreement and the terms provided in the order. If your end users want to use a trial license for more than 30 days then they must obtain an appropriate license and pay the appropriate fees. You must pay Oracle a fee for any trial licenses that you distribute that extend for more than 30 days. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

D. Distributors

You may appoint distributors to distribute the application package and/or services as provided under the terms of this agreement. Distributors have no right to make copies of the programs and shall obtain all programs from you. Each distributor must be subject to a legally binding written agreement between you and the distributor that (a) grants the rights for the distributor to distribute the application package to end users, (b) contains or incorporates provisions which are equivalent to the terms of this agreement, and (c) permits you to audit your distributors' activities under such agreement and report such activities to Oracle or assign your right to audit the distributors' activities to Oracle. In addition, the agreement with your distributors shall require the distributors to distribute the application package subject to terms that are consistent with the terms of this agreement. Any distribution of the application package and/or services by your distributors must be subject to an end user license agreement between you and the end user as set forth in Section G (License Agreement) of this agreement. You shall keep executed distributor agreements for Oracle to inspect upon request. You shall defend and indemnify Oracle from all claims and for all damages arising out of the activities of your distributors.

E. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and/or delivered to you under this agreement. Each end user may make a sufficient number of copies of each program, for the licensed use and one copy of each program media. All other rights are reserved, and this agreement does not grant any rights, whether by implication, estoppel, or otherwise, other than those rights specifically described in this agreement.

The programs may contain third party technology. Third party technology will be licensed to you either under the terms of this agreement or, if specified in the program documentation or otherwise as set forth in section B, under separate license terms ("separate terms") and not under the terms of this agreement ("separately licensed third party technology"). Further, Oracle is required in certain cases to provide notices to you and will do so in accordance with the terms of section B. For clarity, the mere existence of such a notice will not change the terms under which third party technology is licensed to you.

Your rights to use (including without limitation the right to distribute) separately licensed third party technology under the separate terms are not restricted in any way by this agreement. However, solely with respect to separately licensed third party technology that is part of the program, and is used: (i) in unmodified form; (ii) as part of the program; (iii) in accordance with the license grant for the relevant program and all other terms and conditions of this agreement, and (iv) in compliance with the separate terms, Oracle will provide indemnifications for separately licensed third party technology to the same extent as Oracle is required to provide indemnification for the program under the terms of this agreement. Oracle will provide indemnification for third party technology that is part of the program and not separately licensed third party technology to the same extent as Oracle is required to provide indemnification for the program under the terms of this agreement.

You may not:

- duplicate and/or distribute the programs unless coupled with the application package;
- use the programs except as expressly provided in this agreement;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- rent, lease, or timeshare the programs, or provide subscription services for the programs, or permit your end users to do so (unless Oracle expressly permits such access for the specific program license the end user has acquired), or distribute the programs in any manner except as provided under this agreement;

- cause or permit reverse engineering (unless required by law for interoperability), disassembly, or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs);
- disclose results of any program benchmark tests without Oracle's prior written consent;
- engage in any conduct that may be detrimental to Oracle or to the programs;
- enter into any agreement which requires you to take any actions that are in conflict with the terms of this agreement; or
- permit your end users to use the programs other than solely in conjunction with the application package.

F. Reporting

In connection with your distribution activities under this agreement, you shall submit monthly reports for programs and/or services distributed with the application package to Oracle in accordance with the Partner Ordering Policy. You should review the Partner Ordering Policy prior to submitting a report. Your monthly report must be complete when submitted to Oracle, and may not (a) require any concessions (including requiring Oracle to perform any obligations or to incur any liability not set forth in your monthly report or this agreement) or (b) be changed after it is submitted to Oracle.

Upon request, you will provide Oracle with a copy of the complete end user license agreement, including any addenda or amendments thereto, and any ordering documents or purchase agreements between you and the end user related to the order, with any pricing information or any other information reasonably deemed confidential or proprietary removed. The copies that you provide Oracle will not be considered confidential information. At a minimum you must provide information related to the programs and/or services, including but not limited to, the end user's name, the programs and/or services distributed, the number of users, the license levels, the license grant to the end user, any definitions related to licensing metrics, the date of the order, and any other information reasonably requested by Oracle.

Where (i) the acquisition of programs and/or technical support is financed or leased, or (ii) the end user license agreement or order refers to any payments other than net 30 day payment terms, then you will comply with Oracle's financing and leasing policies which can be accessed at http://partner.oracle.com (log in, select Membership / Agreements & Policies) by ensuring that the end user and any funder have received those policies, and where applicable, have acknowledged that they will comply with those policies.

G. License Agreement

It is your responsibility to ensure that any distribution of the programs and/or services to an end user is subject to a legally binding end user license agreement. The end user license agreement must, at a minimum:

(1) limit the use of the programs to the legal entity that executed the end user license agreement.

(2) restrict use of the programs to the scope of the application package and to the internal business operations of the end user. You may allow your end users to permit agents or contractors (including, without limitation, outsourcers) to use the application package on the applicable end user's behalf for the end user's internal business operations as described above, subject to the terms of the end user license agreement. For an application package that includes programs that are specifically designed to facilitate interactions between the end user and the end user's customers and suppliers, you may allow the end user to permit its customers and suppliers to use the application package in furtherance of such interactions subject to the end user license agreement. The end user license agreement shall require the end user to be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the application package and compliance with the end user license agreement.

(3) state that Oracle or its licensor retains all ownership and intellectual property rights to the programs.

(4) prohibit the end user from assigning, giving, or transferring the programs and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services).

(5) prohibit (a) use of the programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) the end user from making the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); and (d) title to the programs from passing to the end user or any other party.

(6) prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and prohibit duplication of the programs except for a sufficient number of copies of each program for the end user's licensed use and one copy of each program media.

(7) disclaim, to the extent permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect,

incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs.

(8) require the end user, at the termination of the agreement, to discontinue use and destroy or return to you all copies of the programs and documentation.

(9) prohibit publication of any results of benchmark tests run on the programs.

(10) require the end user to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

(11) notify the end user that the programs are subject to a restricted license and can only be used in conjunction with the application package.

(12) not require Oracle to perform any obligations or incur any liability not previously agreed to between you and Oracle.

(13) permit you to audit your end user's use of the programs, require the end user to provide reasonable assistance and access to information in the course of such audit and permit you to report the audit results to Oracle or to assign your right to audit the end user's use of the programs to Oracle. Where you assign your right to audit to Oracle then Oracle shall not be responsible for any of your or the end user's costs incurred in cooperating with the audit.

(14) designate Oracle as a third party beneficiary of the end user license agreement.

(15) exclude the application of the Uniform Computer Information Transactions Act.

(16) inform the end user that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user license agreement.

(17) state that third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the application package documentation or as otherwise notified by you and that such third party technology is licensed to the end user only for use with the application package under the terms of the third party license agreement specified in the application package documentation or as otherwise notified by you and not under the terms of the end user license agreement.

You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required contractual terms set forth above in each end user license agreement between you and an end user. Oracle is a third party beneficiary of any end user license agreement between you and the end user, but does not assume any of your obligations thereunder, and you agree that you will not enter into any end user license agreement that excludes Oracle as a third party beneficiary.

You agree to inform Oracle promptly if you are aware of any breach of an end user license agreement. You agree to enforce the terms of an end user license agreement between you and an end user if Oracle requests you to do so to protect its interest, or, at Oracle's request, to assign to Oracle or its designee the right to enforce such agreement.

H. Fees and Taxes

You may place an order or submit a monthly report for programs and/or services with Oracle or an Oracle VAD. You agree to pay Oracle or an Oracle VAD a fee for programs and/or services ordered and/or distributed under this agreement, as specified in the applicable order and/or report. You will not be relieved of your obligation to pay any fees owed to Oracle by the nonpayment of such fees by your end user. Oracle VADs and partners are free to determine the fees charged to partners and end users, respectively, for program licenses and services. Fees payable to Oracle for programs distributed to end users with the application package will be equal to 40% of the applicable license fee for each program based on the Oracle Technology global price list in effect at the time you issue a quote. To view the Oracle Technology global price list, you must log into the Oracle PartnerNetwork web site at http://partner.oracle.com (log in, select Membership / Agreements & Policies). It is your responsibility to access the Oracle Technology global price list to obtain current information. If Oracle's Technology global price list changes after you issue a valid written quote for program licenses to an end user, for 90 days after the date you submit the quote to the end user, the fee applicable to the program licenses and/or services identified in the quote shall be based on Oracle's Technology global price list in effect on the date you submitted the quote to the end user.

With regard to fees for technical support provided for perpetual or term licenses, you agree to pay Oracle a technical support fee as set forth on Exhibit A. Technical support may be available to the end user on the date you ship the application package, or the date you distribute the application package to the end user, if shipment is not required. If technical support is provided by you to an end user, you must pay technical support fees to Oracle and the term for which

you must pay fees to Oracle for such technical support shall begin on the last day of the month in which the application package is shipped, or distributed if shipment is not required, and if renewed, on that date in each subsequent year thereafter. If the end user does not continuously maintain technical support for the application package, you will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies if the end user wants to reinstate technical support. When ordering technical support from an Oracle VAD, you agree to pay an Oracle VAD as you and the Oracle VAD mutually agree. Fees for technical support are due and payable annually in advance.

Except as provided herein, all fees payable to Oracle (including fees for annual technical support which you provide to end users) are due within 20 days of the last day of the month in which the application package is distributed to the end user. If you submit a purchase order to Oracle, fees payable under such purchase order are due within 30 days of the date of the purchase order. You also agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the programs and/or services you ordered and/or reported, except for taxes based on Oracle's income. You agree and you will obtain your end users' agreement that you and your end user have not relied on the future availability of any programs or services in entering into the payment obligations in the applicable order and/or monthly report however, (a) if you order end user technical support for programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under your ordering document, if-and-when available, in accordance with Oracle's then current technical support policies and (b) the preceding sentence does not change the rights granted for any program licensed under your order and/or monthly report, per the terms of your order and/or monthly report and this agreement. Oracle reserves the right to check your credit rating periodically during the term of this agreement and to modify these payment terms in the event that there is a material change in your credit rating. Fees listed in this agreement are exclusive of value added tax and/or similar sales taxes. Such taxes shall be charged at the appropriate rate by Oracle in addition to its stated fees and shall be shown separately on the relevant invoice. Payments shall be in U.S. dollars or in the local currency designated by Oracle or Oracle VAD. Upon your submission of an order and/or monthly report to Oracle, this payment obligation is non-cancelable, and the sum paid is nonrefundable, is not subject to set-off for any reason, and is not subject to the completion or occurrence of any event after the date your order and/or monthly report is submitted to Oracle.

I. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants to you that a program will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download) to the end user. You must notify Oracle of any program warranty deficiency within one year from such delivery. Oracle also warrants that services ordered will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiency within 90 days from performance of the defective services described in the order with Oracle.

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THOSE SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

J. Indemnification

If a third party makes a claim against you or an end user that any program infringes their intellectual property rights based on your duplication and/or distribution of the programs in accordance with the terms of this agreement, Oracle, at its sole cost and expense, will defend you and the end user against the claim and indemnify you and the end user from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if you do the following:

- notify the General Counsel, Oracle Legal Department, promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- give Oracle sole control of the defense and any settlement negotiations; and
- give Oracle the information, authority, and reasonable assistance Oracle needs to defend against or settle the claim.

If Oracle believes or it is determined that any of the programs may have violated someone else's intellectual property rights based on your duplication and/or distribution of the programs, Oracle may choose to either modify the program to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for the applicable program and refund any fees you may have paid to Oracle for it and any unused, prepaid technical support fees you have paid to Oracle for the licenses. Oracle will not indemnify you or an end user if you or an end user alter a program or if you distribute or the end user uses it outside the scope of use identified in the user documentation or if you distribute or an end user uses a version of the program which has been superseded, if the infringement claim could have been avoided by distributing or using an unaltered current version of the program which was provided to you. Oracle will not indemnify you or an end user to the extent an infringement claim is based upon a program not provided by Oracle. Oracle will not indemnify you or an end user to the extent that an infringement claim is based upon the combination of any program with any products or services not provided by Oracle. Oracle will not indemnify you or an end user for infringement caused by your or your end user's actions against any third party if the Oracle programs as delivered to you and distributed by you or used by an end user in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. If a third party makes a claim against Oracle that a program, when used in combination with any product or services provided by you, infringes their intellectual property rights, and such claim would have been avoided by the exclusive use of the program, you will indemnify Oracle. This section provides your exclusive remedy for any infringement claims or damages.

K. End User Technical Support

You are responsible for providing all technical support services and updates to distributors and end users. Any technical support questions Oracle receives from end users will be referred to you. You shall have the right to provide technical support for the programs to end users, including you or your affiliated entities if you have distributed the application package to you or such entities, provided (a) that you continually maintain your membership in the Oracle PartnerNetwork and maintain annual technical support for the development licenses that you acquire pursuant to your Oracle PartnerNetwork Agreement with Oracle and (b) subject to your payment to Oracle of the applicable annual fees for end user technical support set forth in Section H (Fees and Taxes) above. If you contract to provide or provide technical support services to an end user for an application package, including but not limited to providing any updates to the programs, then you must report such services to Oracle in accordance with Section F (Reporting) above and pay the applicable end user technical support fee. Technical support is effective upon shipment or delivery by you to the end user, or if shipment or delivery is not required, upon the effective date of the order with Oracle, unless otherwise stated in your order with Oracle. If your order was placed through the Oracle Store or other online ordering system, the effective date is the date your order was accepted by Oracle.

Upon expiration of this agreement, you may continue to provide technical support to end users provided that (a) this agreement was not terminated due to your breach of a material term of this agreement; (b) you continuously maintain your membership in the Oracle PartnerNetwork and thereby maintain technical support for the development licenses that you acquired pursuant to your Oracle PartnerNetwork Agreement with Oracle; and (c) you pay all applicable fees and comply with the reporting requirements set forth in this agreement. After expiration of this agreement, renewal fees for end user technical support shall be invoiced by Oracle annually in advance. Fees for technical support shall be due and payable in advance thirty (30) days from date of invoice.

Annual technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported program licenses during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable services. You may access the current version of the technical support policies at http://partner.oracle.com (log in, select Membership / Agreements & Policies).

You or your distributor will be responsible for any assistance needed to install the application package at end user sites. You are responsible for providing all technical support, training and consultations to distributors and end users.

Questions Oracle receives from end users will be referred to you.

L. Term and End of Agreement

This agreement shall begin on the effective date specified herein unless you accept the terms of this agreement online, in which case the effective date shall be as set forth in an email from Oracle confirming Oracle's acceptance of this agreement. The term of this agreement shall continue for 2 years. If your membership in the Oracle PartnerNetwork expires or is terminated, you will not be permitted to distribute programs until your membership is made current. When this agreement expires or terminates, in order to keep distributing the programs you must execute the then current version of Oracle's distribution agreement and the agreement will be subject to acceptance by Oracle, and Oracle may require you to complete certain training and assessment requirements to Oracle's satisfaction. If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Oracle ends this agreement as specified in the preceding sentence, you must pay within 30 days from notification of the termination all amounts which have accrued prior to such end, as well as sums remaining unpaid for programs and/or services received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days from notification of the termination all amounts remaining unpaid for services related to such license which have accrued prior to such end plus related taxes and expenses. In addition, if Oracle terminates this agreement as provided under this section, Oracle also may terminate your Oracle PartnerNetwork agreement and your membership in the Oracle PartnerNetwork. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not duplicate and/or distribute the programs and/or services. You also agree that if you have used an Oracle Finance Division Contract to pay for fees due under this agreement and you are in default under that contract, you may not distribute the programs and/or services that are subject to such contract. The end users' rights to use the programs properly distributed by you under this agreement shall survive termination of this agreement, unless such rights are otherwise terminated in accordance with the applicable end user license agreement. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, ethical business practices, and others, which by their nature are intended to survive.

M. Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. In addition, you agree that you may not disclose to investors or potential investors information regarding Oracle's financial performance or your company's financial performance specifically related to Oracle programs and/or services without prior written consent from Oracle's Investor Relations group. Nothing shall prevent (1) either party from disclosing the terms or pricing under this agreement or orders or reports submitted under this agreement in any legal proceeding arising from or in connection with the terms of this agreement or (2) Oracle from disclosing to an Oracle VAD information about the status of your membership in the Oracle PartnerNetwork or the programs and/or services that you are permitted to distribute under this agreement, or (3) either party from disclosing the confidential information to a federal or state governmental entity as required by law.

N. Trademarks and Copyrights

You are authorized to use Oracle's trademarks and service marks (the "Oracle trademarks") to refer to the associated Oracle products and services. Your use of the Oracle trademarks shall comply with Oracle's trademark usage guidelines and all goodwill based upon use of the Oracle trademarks shall inure to Oracle's benefit. Oracle's trademark usage guidelines, incorporated in this agreement, are subject to change. You may access Oracle's trademark usage guidelines at http://partner.oracle.com (log in, select Membership / Agreements & Policies). In marketing, promoting, or licensing the programs, you agree to make it clear that Oracle is the source of the programs. You shall retain all notices, including

copyright and trademark notices, on the programs and any copies of the programs. In connection with your distribution of the program(s), you shall include on all documentation, the sign-on screen for any software incorporating the program(s), and any media containing the program(s): (a) reproduction of Oracle's copyright notice for the program(s); or (b) a copyright notice for your software that is distributed with the program(s).

O. Relationships between Parties

In all matters relating to this agreement, you will act as an independent contractor. This agreement does not create a partnership, joint venture, agency, employee/employer, lobbyist/lobbyist employer relationship, or franchisee/franchisor relationship between the parties. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's product, so long as proprietary information of the other party is not included in such software or used to create such software.

P. Privacy

If you provide Oracle with personal information concerning your customers, prospects or employees, Oracle will only use the information in manners consistent with those specified in this agreement to accomplish their purposes, or as otherwise indicated at the time Oracle collects such information. This information may be maintained by Oracle in data centers in the United States and may be accessed by Oracle's global personnel as required for business purposes. You agree to provide all relevant notices and obtain any consents required to share the information with Oracle.

If Oracle provides you with personal information concerning Oracle's partners, customers, prospects or employees you agree that you will permit access to and use of such information solely in connection with the sale of Oracle products or services and for the limited purpose(s) for which it was provided by Oracle under this agreement. You also agree to comply with all laws that apply to your use of this information for such purposes. The requirements of this section do not apply to either party's relationships with its customers.

From time to time, the parties may exchange information regarding marketing and sales opportunities through Oracle's Partner Management application. Both parties agree to use any such information in compliance with the terms of this agreement and Oracle's Partner Management Opportunity Routing Policy the current version of which is located at http://partner.oracle.com (log in, select Membership / Agreements & Policies).

Q. URLs

It is your responsibility to regularly monitor all applicable URLs referenced in this agreement. You confirm that you have access to the Internet and confirm that prior to entering into this agreement you have read the policies on the websites referenced above and agree to the terms and conditions set out in those policies. You undertake that you will visit the websites referenced above on a regular basis so that you are aware of any amendments Oracle may make to those policies from time to time.

R. Ethical Business Practices

You acknowledge and agree that you and your owners, directors, officers, employees or agents have not, and will not, make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, or employee of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage. You agree to accurately document all transactions related to this agreement in your financial books, records, statements, and in reports or other documents provided to Oracle. You agree to comply with the terms of the Oracle Partner Code of Conduct and Business Ethics, which is available at http://partner.oracle.com (log in, select Membership / Agreements & Policies). You agree that any violation of this section constitutes just cause for the immediate termination by Oracle of this agreement without any liability incurred by Oracle to you. You will also indemnify and hold Oracle, Oracle Corporation, and subsidiaries, parents and affiliates harmless from any claims, losses and liabilities resulting from any breach of any of your obligations under this section. The obligations under this section shall survive the termination or expiration of this agreement.

S. Entire Agreement

You agree that this agreement and the information which is expressly incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order and/or

monthly report, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any order with Oracle shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the programs and/or services ordered. This agreement and any order with Oracle may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through an Oracle online ordering system by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

T. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER OR MONTHLY REPORT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO (A) THE AMOUNT OF FEES YOU PAID ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR DUPLICATION AND DISTRIBUTION OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY OR (B) IF YOU ORDERED PROGRAMS AND/OR SERVICES FROM AN ORACLE VAD, THE AMOUNT OF FEES THAT YOU WOULD HAVE PAID TO ORACLE UNDER THIS AGREEMENT HAD YOU ORDERED DIRECTLY FROM ORACLE, AND IF SUCH DAMAGES RESULT FROM YOUR DUPLICATION AND DISTRIBUTION OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES THAT YOU WOULD HAVE PAID ORACLE FOR THE DEFICIENT PROGRAMS OR SERVICES GIVING RISE TO THE LIAIBLITY HAD YOU ORDERED DIRECTLY FROM ORACLE.

U. Export

Export laws and regulations of the United States and other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use and distribution of the programs (including technical data) and any services deliverables, provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from services (or direct product thereof), will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

V. Other

1. This agreement is governed by the substantive and procedural laws of Sweden and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in S Stockholm, Sweden (Stockholms tingsrätt), in any dispute arising out of or relating to this agreement.

2. If you have a dispute with Oracle or if you wish to provide a notice under Section J (Indemnification) of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle Svenska AB, Box 1215, 164 28 Kista, Sweden, Attention: General Counsel, Legal Department.

3. You may not assign this agreement or give or transfer the programs and/or any services ordered or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services.

4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.

5. You agree that you will keep accurate books and records in connection with the activities under this agreement. Upon 45 days written notice, Oracle may audit your duplication and distribution of the programs and your activities under this agreement. Any such audit shall not unreasonably interfere with your normal business operations. You agree to

cooperate with Oracle's audit and provide reasonable assistance and access to information, including but not limited to relevant books, records, agreements, servers, technical personnel, and reporting systems. Upon Oracle's request, you will also provide to Oracle a system generated list of the Oracle program licenses distributed to end users under this agreement during the time period specified by Oracle and any supporting documentation requested by Oracle pursuant to the terms of Section F Reporting for the purposes of validating the completeness and accuracy of your reporting obligations under this agreement. You agree to pay within 30 days of written notification any fees applicable to your distribution of the programs in excess of your license rights and any underpaid fees. If you do not pay, Oracle can end your technical support, licenses and this agreement and/or may choose not to accept your application to renew this agreement at such time of renewal. Upon Oracle's request, you agree to audit end user(s) and/or distributors and report the findings to Oracle, or assign your right to audit end user(s) and/or distributors to Oracle. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with this audit.

6. The Uniform Computer Information Transactions Act does not apply to this agreement or any order or monthly report hereunder.

W. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God, pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services provided.

The effective date of this Agreement shall be _____, 200_ *[to be completed by Oracle]*

PARTNER:		ORACLE SVENSKA AB	
PARTNER ADDRESS:			
PARTNER FAX NO.:			
Authorized Signature:		Authorized Signature:	
Name:		Name:	
Title:		Title:	
Signature Date:		Signature Date:	
Agreement No.:		*[to be completed by Oracle]*	

EXHIBIT A

Technical Support Fees

Annual fees for end user technical support shall be calculated as a percentage specified below of the net license fees paid or payable to Oracle. For example, if you distribute a one year term license to an end user and the net license fee paid or payable to Oracle for such license is $100.00, the annual support fee for that end user shall be $95.00 which is calculated as follows: .95 x $100.00 = $95.00.

	Annual Fees for Technical Support for All Programs Except Collaboration Programs	**Annual Fees for Technical Support for Collaboration Programs**
License Term	**Software Update License and Support**	**Software Update License and Support**
Perpetual	19%	21.5%
5 year term	27%	N/A
4 year term	32%	N/A
3 year term	38%	N/A
2 year term	55%	N/A
1 year term	95%	107%

APPLICATION SPECIFIC FULL USE APPLICATION PACKAGE REGISTRATION FORM

This registration form must be completed in its entirety by you. Any distribution rights granted will be limited to the application package detailed on this form and may not be combined with any additional functionality or additional application programs outside the scope of the application package as described below. A separate registration form is required for each application package that is functionally unique. Additional information on Oracle's Application Specific Full Use Licenses can be found on the Oracle PartnerNetwork website at http://partner.oracle.com (log in, select Sales / Distribution & Agreements).

Once the registration form is complete and signed by you and Oracle, it will be attached to the executed Application Specific Full Use Distribution Agreement (the "agreement") and shall be in effect until the termination or expiration of the agreement unless a shorter term is provided for herein.

Date Submitted:	
Effective Date:	
Application Packages Covered under Agreement	1 of

Partner (Company) Name:		**Partner Contact Name:**	
Partner Address:		**Partner Contact Title:**	
OPN Membership Level:		**Partner Phone Number:**	
ASFU Distribution Status: *(Renewal or Initial Registration)*		**Partner Contact Email Address:**	

Oracle Programs *(please enter the name of each Oracle program included in the application package distributed to end users. Please ensure you enter the correct program name in its entirety.):*			

Application Information *(please provide a detailed explanation in the space provided):*	
Name of Application Package:	
Application description (please provide as much detail as possible):	
Functions and objectives of the application package (please provide as much detail as possible):	
Name of Oracle programs that you plan to distribute with the application program:	
Application architecture (please provide a detailed description as to how the application will interact with the Oracle database, i.e. web based, multiplexing, client/server, etc.):	
Do you provide technical support on the application to your end users?	
Target markets and users:	
If renewing a Distribution Agreement for this application package, please highlight any changes in your application package since the last Agreement was signed:	

Oracle programs that are NOT distributed under this Agreement but are distributed under another Oracle Distribution Agreement for the Application Package: *(please list all agreements and products which apply)*		
Full Use Program Distribution Agreement	Effective Date of Agreement:	Oracle Programs Distributing with Application Package:
Embedded Software License Distribution Agreement	Effective Date of Agreement:	Oracle Programs Distributing with Application Package:

PARTNER:		ORACLE SVENSKA AB	
PARTNER ADDRESS:			
PARTNER FAX NO.:			
Authorized Signature:		Authorized Signature:	
Name:		Name:	
Title:		Title:	
Signature Date:		Signature Date:	
Agreement No.:		*[to be completed by Oracle]*	